

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
(Southern Division)**

**AVARY LEIGH, individually and on behalf of
all similarly situated persons,**

Plaintiff,

v.

BOTTLING GROUP, LLC,

Defendant.

C.A. No. 8:10-cv-00218 (DKC)

**JOINT STIPULATION OF THE PARTIES SUBMITTING ON THE COURT'S
MEMORANDUM OPINION PARTIALLY APPROVING FINAL SETTLEMENT**

Plaintiff Avary Leigh ("Plaintiff"), by and through his attorneys of record, and Defendant Bottling Group, LLC ("BG"), by and through its attorneys of record, collectively referred to as "the Parties," stipulate as follows:

WHEREAS, on February 10, 2012, this Court issued a Memorandum Opinion (Document 47) partially approving the Parties' proposed settlement in the above-captioned case;

WHEREAS, in that Memorandum Opinion, the Court awarded the plaintiffs One Hundred Eighty-Seven Thousand Two Hundred and Seventy-Five Dollars and Sixty-Six Cents (\$187,275.66); an incentive fee to Plaintiff of Nine Thousand Dollars (\$9,000.00), and a claims administration fee of Fifteen Thousand Dollars (\$15,000.00). The Court did not award Plaintiff's counsel his requested fees of Two Hundred Thousand Dollars (\$200,000.00), but instead awarded Three Thousand Six Hundred Fifty-One Dollars and Eighty-Six Cents (\$3,651.86) in

costs, and Sixty-Four Thousand, Two Hundred and Seventy-Three Dollars and Fourteen Cents (\$64,273.14) in fees;

WHEREAS, in that Memorandum Opinion the Court presented the Parties with three options: 1) the Parties could accept the allocation of awards, fees and costs as provided in the Memorandum Opinion; 2) the Parties could declare the settlement null and void and elect to resume litigation; or 3) the Parties could present a revised settlement proposal reallocating the amounts from the original proposal so that plaintiffs would receive full value;

WHEREAS, this Court gave the Parties until February 24, 2012 to make a decision as to those options;

WHEREAS, the Parties have conferred and discussed their options and do not wish to continue further litigation on this matter;

IT IS HEREBY STIPULATED AND AGREED by the Parties through their respective counsel of record that the Parties will select and agree to the first option provided by this Court in its Memorandum Opinion, and will submit on the allocation of awards, fees and costs as provided for in that order:

- \$187,275.66 in amounts payable to the plaintiffs;
- \$9,000.00 in an incentive fee to Plaintiff;
- \$15,000.00 in claims administration fees;
- \$3,651.86 in costs; and
- \$64,273.14 in attorneys' fees.

Respectfully submitted,

CRONE & MCEVOY, PLC

/s/ Alan G. Crone

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Dated: February 24, 2012